

ANSWER TO CIVIL COMPLAINT CASE NO. 7:24-cv-00080

To: United States District Court
For the Southern District of Texas
Att: Nathan Ochsner, Clerk of Court
And Honorable Ricardo H. Hinojosa
At U.S. District Court
Bentsen Tower, 11th floor
1701 W Bus Hwy 83
McAllen, Texas 78501

United States District Court
Southern District of Texas
FILED

APR 08 2024

Nathan Ochsner, Clerk

Note: This answer to the summons civil action was also sent by certified mail to the plaintiff's attorney Marwan R Daher Sulaiman Law Group, Ltd at 2500 S Highland Ave. Suite 200 Lombard, IL 60148

NATURE OF THE ACTION ANSWERS

1. Quantum Debt Solutions, LLC is not a Credit Repair Organization, a Texas Credit Services Organization, or a Debt Management Services and DENIES violating The Credit Repair Organization Act ("CROA") under 15 U.S.C 1679 and the Texas Credit Services Organization Act ("TCSOA") under Texas Fin. Code 394.201 and Debt Management Services Act ("TCDMSA")

Quantum Debt Solutions, LLC asks for the plaintiff to provide proof of such violations mentioned above to this court.

Quantum Debt Solutions, LLC is a Debt Settlement/ Debt Resolution / Debt Relief Company regulated by FTC (Federal Trade Commission) under TSR exemption Rule. **See Exhibit A-1 and A-2**

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JURISDICTION AND VENUE ANSWERS

2. Not applicable as we are not related to any type of organizations mentioned above.
3. Not applicable as we are not related to any type of organizations mentioned above.
4. Not applicable as we are not related to any type of organizations mentioned above.

PARTIES ANSWERS

5. True. Plaintiff is over 18 years of age and resides in Edinburg, Texas according to our records.
6. False. Quantum Debt Solutions, LLC is not a debt consolidation company. Quantum Debt Solutions, LLC is a Debt Settlement Company as mentioned in **Exhibit A-1 and A-2**. We have a combined experience of more than 15 years in the debt settlement industry and we do not provide settlement at "40%" **See Exhibit "B"**. Yes, we are a limited liability company and are organized under the laws of Texas.
7. Quantum Debt Solutions, LLC acts only through our employees and representatives.

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FACTS SUPPORTING CAUSES OF ACTION ANSWERS

8. True.
9. Plaintiff, Jo Ann Alvarez found us and decided to enroll in our debt settlement program.
10. We advised Jo Ann Alvarez to enroll in our debt settlement program to ease her financial situation, but we never advised our clients that this debt settlement program would increase their creditworthiness. (**Please refer to Exhibit A-1 and A-2**)
11. True.
12. Plaintiff Jo Ann Alvarez enrolled in a 49-month program which included an initial fee of \$259.75 plus 48 payments of \$387.49.
Please see exhibit “C”
13. True
14. Quantum Debt Solutions, LLC power of Attorney **does not** state that we will provide legal protection if she were to be sued by any of her creditors enrolled. What we do state in the Power of Attorney is that we will recommend what course of action is best for the client.
Please See Exhibit D.
15. True
16. True

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17. **False.** Quantum Debt Solutions, LLC successfully reached an agreement with one of her creditors, reducing her balance as promised. Quantum Debt Solutions, LLC was in the process of negotiating 2 more of her program accounts by the time the client decided to cancel.
18. **This is a false statement.** Quantum Debt Solutions, LLC got an arrangement with Citibank back in December 2021. **Please See the Attached Settlement letter.** Again, Quantum Debt Solutions, LLC **does not** promise credit score worthiness to clients.
19. **False.** Plaintiff Jo Ann Alvarez was enrolled from May 11, 2021, until May 2, 2022. During this period Jo Ann Alvarez **was not sued** by any of the creditors enrolled and if she was sued during that period, the client did not make Quantum Debt Solutions, LLC aware of such legal activity.
20. **False.** Quantum Debt Solutions, LLC was never notified of any legal activity against Jo Ann Alvarez, our customer service team always requests correspondence from our clients to avoid such scenarios.
21. Quantum Debt Solutions, LLC advises our clients to mail, email, fax, or text every collection letter to resolve their debt, Jo Ann was instructed to do so.
22. **False.** The plaintiff made a total payment of \$4715.96, she made 20 payments. **Please see the Escrow account statement attached.**

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23. **This statement is false.** Quantum Debt Solutions, LLC had successfully settled her Citibank account (**Please see the Settlement letter attached**). Fees were taken as agreed.
24. True.
25. Quantum Debt Solutions, LLC hires an escrow company (Forth) to hold the client's monies, whenever a settlement is reached, the escrow company disburses the money to creditors. Again we are not a Credit Repair Organization, **Quantum Debt Solutions, LLC has nothing to do with creditworthiness being decreased or increased.**
26. **False.** Quantum Debt Solutions, LLC refunds the client's money as per agreement. **Please see Exhibit E.**
27. **False.** Quantum Debt Solutions, LLC never refuses to help our clients in any way possible according to the contract signed.
28. **False.** Quantum Debt Solutions, LLC has helped hundreds of clients in Texas and other states with their financial hardships.
29. **False.** Quantum Debt Solutions, LLC represented Jo Ann Alvarez as agreed.
30. N/A
31. **False.** Quantum Debt Solutions, LLC is not a credit repair organization. **Please see Exhibit A-1 and A-2**

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Count 1 - Violations of the Credit Repair Organizations Act Answer

32. **False.** Not applicable as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action.**
33. **False.** Not applicable as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action.**
34. **False.** Not applicable as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action.**

A- Violations of CROA 1679b (a) Answer

35. **False.** Not applicable as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action.**
36. **False.** Not applicable as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action.**
37. **False.** Not applicable as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action.**

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B- Violations of CROA 1679b (b) Answer

38. **Not applicable** as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action**.
39. **Not applicable** as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action**
40. **False.** Not applicable as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action**.

Count II - Violations of the Texas Credit Services Organization Act

41. N/A
42. **Not applicable** as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action**.
43. **Not applicable** as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action**.

A. Violations of Tex. Fin. Code 393.304 (1) 393.305 Answers

44. **Not applicable** as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action**.

45. **Not applicable** as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action**.

Count III - Violations of the Texas Consumer Debt Management Services Act Answers

46. N/A

47. **Not applicable** as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action**.

48. **Not applicable** as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action**.

a. Violations of Tex. Fin. Code 394.207 Answers

49. **False.** Not applicable as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action**.

50. **False.** Not applicable as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action**.

b. Violations of Tex. Fin. Code 394.212 Answers

51. **False.** Not applicable as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action**

52. **Not applicable** as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action**

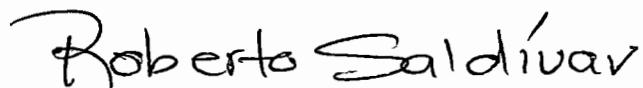
53. **Not applicable** as Quantum Debt Solutions, LLC is not related to any type of organizations mentioned above on point 1 **Nature of the Action**

54. False. Quantum Debt Solutions, LLC executed and provided services as promised in Jo Ann Alvarez's agreement.

Because of the lack of evidence presented by the plaintiff and the evidence that we, Quantum Debt Solutions, LLC have presented as an answer to this civil complaint case, we ask the following:

Quantum Debt Solutions, LLC respectfully requests a dismissal with prejudice to this court because the plaintiff did not present any convincing evidence to proceed with this case.

Registered Agent of Quantum Debt Solutions, LLC



Roberto Saldivar
4900 W Expy 83 Suite 132 McAllen, Texas 78501

Exhibit "A"

4. QDS RESPONSIBILITIES AND YOUR RESPONSIBILITIES: QDS agrees to perform the services specified in the engagement portion of this Contract. NCLG directly or through an agent agrees to respond promptly to your inquiries and communications. Furthermore, QDS agrees to keep you informed of developments affecting the scope of this Contract. You agree to forward your Payment of Accounts (POA) as well as any statements from your creditors to QDS in an expeditious manner. You further agree to keep QDS informed of developments affecting the address, telephone numbers, location and other contact information as well as the scope of this Contract. You agree to make any and all payments that are required to be made in accordance with the terms of the Contract in a timely manner. You further agree not to apply for or open any additional credit accounts during the Program, or incur additional debt with existing creditors enrolled in the Program.

You agree to notify QDS of the name of the party or parties where you will save funds for the Program and to the extent you have another entity acting as an independent administrator, the identity of that independent administrator. It is your responsibility to save funds in the Program each month. Missing, delaying or reducing payments can have a negative impact and will likely extend the time needed to complete the Program. If you have selected any party to save your funds and/or act as administrator where QDS cannot issue directives for settlement in accordance with the provisions set forth in the next Section, you agree to comply and arrange for the directives to be implemented within twenty-four (24) hours of notification from QDS.

5. CLIENT SETTLEMENT ACCOUNT AND SETTLEMENT AUTHORITY:

a) You Select Where and How to Hold Savings and Are Responsible For Savings: It is up to you to select who you wish to be the independent third party administrator of your Set Aside Settlement Savings Account. You may choose any party you wish to handle this function for you. It is your obligation to coordinate payment to creditors following a settlement.

If you select Debt Pay Gateway (DPG to be the independent third party administrator of your Set Aside Settlement Savings Account, your funds will be held at an FDIC insured bank. If you select DPG you will also have the option to authorize them to electronically debit your primary banking account for the amounts specified in the Contract for deposit in the Set Aside Settlement Account. The funds deposited into your Set Aside Settlement Account will be used for three purposes:

- i. settling debts with creditors when sufficient funds have accumulated,
- ii. paying contract service or negotiation fees, and
- iii. paying fees for maintenance of the settlement account. The amount you have agreed to save each month will be reflected on your Client Payment Agreement.

b) Automatic Settlement Authority: You authorize QDS to settle any account listed on the Assigned Creditor List for up to fifty percent (50%) of the amount listed on the Assigned Creditor List. You understand that if there are enough funds in your Set Aside Account, QDS will settle the account if it can without obtaining any consent from you. If the settlement amount is over fifty percent (50%), there will have to be approval from you and approval from the attorney admitted to practice in your state of residence. If approval is required, you understand that unless you respond timely to QDS the opportunity to settle may expire and the only way to settle could be at a higher dollar amount. If you are holding your own funds, you understand that your failure to make arrangements to have the creditor paid in accordance with the instructions from QDS could make the proposed settlement void and the only way to settle could be at a higher amount.

6. IMPACT ON CREDIT RATING: You understand that non-payment of monthly minimum payments will be negatively reported by creditors on your credit report. QDS is not a credit repair agency and does not offer any program that will improve your credit score. Participation in the Program could initially make your credit score go lower. However the natural consequences of lowering debt while not increasing balances may improve credit worthiness.

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Exhibit "A"

Exhibit B

7. RISK OF LEGAL ACTION:

a) Actions Creditors Can Still Pursue: You understand that just because you have enrolled in the Program does not mean that a creditor, an assignee of a creditor, a successor to a creditor or an agent of such a party may not elect to file a lawsuit or seek arbitration. Similarly, just because you have enrolled in the Program does not mean that interest and penalties will not continue to accrue. It is also possible that some creditors may be unwilling to negotiate with QDS and will insist on full payment including fees, legal fees, interest and penalties. You acknowledge that because Debt Resolution operates sequentially by settling one debt at

a time, which may take several months to accumulate sufficient funds to settle with any creditor, it may take many months before some creditors are contacted thereby increasing the risk of litigation and arbitration. As stated in the engagement portion of this Contract, you understand that representation in these areas is not covered under this Contract.

b) Guarantees. Everything is an Estimate: You acknowledge that any of the information provided as to the amount of an actual settlement with any creditor and the length of time needed to complete the Program is only an estimate and actual results may vary. Likewise, you understand that creditors change their policies and willingness to settle from time to time and it is impossible to predict how long a policy will remain in effect.

8. CONTROL: Although the provider agrees to perform professional services on your behalf to the best of its ability, the company does not work on behalf of the creditors, nor have any prearranged settlement offers. Therefore all calculations are on a best estimate basis.

9. NOT A PLAN AND ESTIMATES: QDS may withdraw from representing you if you fail to pay the QDS's invoice within 60 days, if you misrepresent or fail to disclose any material facts, if you act contrary to QDS's advice, if you do not return QDS's phone calls in a timely manner, or if anything else occurs that in QDS's judgment impairs an effective relationship. You shall have the right to terminate QDS's services at any time, effective on fifteen (15) days written notice. In the event of the termination of this Contract by either party, any accrued fees will be subject to the Cancellation Policy.

10. ARBITRATION: In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the termination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Hidalgo County, Texas. The parties to this agreement agree that the law of the state of Texas shall govern this Agreement and all disputes arising there from. Arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its rules and procedures and an arbitrator shall be selected by the AAA. The arbitrator shall be neutral and independent and shall comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost of arbitration, including attorney's fees, equally. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

Initial Here 

Date	Status	Memo	Payment	Deposit	Balance
04/20/2022	Cleared	ACH Monthly Debit		\$193.75	\$758.55
04/25/2022	Cleared	Fee Disbursement	\$(190.25)		\$568.30
04/25/2022	Cleared	DPG Custodial Fee	\$(9.75)		\$558.55
04/25/2022	Cleared	Fee Disbursement	\$(74.17)		\$484.38
05/04/2022	Cleared	ACH Client Debit		\$193.75	\$678.13
05/09/2022	Cleared	Pre-cancel DPG Custodial Fee	\$(9.75)		\$668.38
05/10/2022	Cleared	Program Cancellation Refund	\$(668.38)		\$0.00
Available Balance					\$0.00

Exhibit "C"

Exhibit "D"

Accounts owned, issued and/or administered by Citibank or any Citi subsidiaries, Discover, Dell Financial, American Express or Chase may result in an actual settlement that is higher than what is typical for an account that is not with these creditors and QDS may not be able to prevent certain legal collection actions that these creditors or an agent acting on behalf of these creditors may attempt. Further your payments amount or terms could be extended to meet the higher settlement criteria of the following creditors.

16. CONTRACT SERVICING AND TERMINATION:

- a) Withdrawal and Termination: QDS may withdraw from representing you upon written notice if you fail to pay the QDS invoice within sixty (60) days, if you misrepresent or fail to disclose any material facts, if you act contrary to QDS's advice, if you do not return phone calls, e-mails or faxes in a timely manner, or if anything else occurs that in QDS judgment impairs an effective relationship. You shall have the right to terminate the services of QDS at any time, effective on thirty (30) days written notice. In the event of the termination of this Contract by either party, any accrued fees will be subject to the Refund Policy below.
- b) Refunds: If cancellation or termination is effective within the first three (3) days of this Contract becoming effective, all Debt Resolution fees paid by you are fully refundable. However, if you terminate in the first three (3) days, the Evaluation Fee & Legal Plan Submission Fee is not refundable. If cancellation or termination is effective beyond the first three (3) days, the only amounts subject to refund are the prepaid portions of the Service Fee that are not considered earned in accordance with Section 3a of this Contract. All other fees are not refundable. Refunds will not be processed until the first business day of the month beginning forty-five (45) days after receipt of a Notice of Cancellation. If this refund provision does not comply with applicable laws, the refund policy will be modified to comply with the applicable law.
- c) How to terminate or Cancel: In order for you to cancel, you will need to provide notice of your intent to cancel in writing and mail such cancellation notice. Telephone, e-mail and facsimile notifications are not valid. The notification must state you are cancelling your participation and be signed and dated. The executed cancellation must be sent to the following address:

Quantum Debt Solutions, a Professional Corporation
(una corporación profesional)
801E Fern ave, Suite 120
Mcallen, TX 78501

Jo Ann Alvarez

465-83-6641

Client Printed Name

Client Social Security No.

8 05/11/2021

Client Signature

Date

Co-Client Printed Name

Co-Client Social Security No.

Co-Client Signature

Date

Exhibit "D"

Exhibit "E"

7. RISK OF LEGAL ACTION:

a) Actions Creditors Can Still Pursue: You understand that just because you have enrolled in the Program does not mean that a creditor, an assignee of a creditor, a successor to a creditor or an agent of such a party may not elect to file a lawsuit or seek arbitration. Similarly, just because you have enrolled in the Program does not mean that interest and penalties will not continue to accrue. It is also possible that some creditors may be unwilling to negotiate with QDS and will insist on full payment including fees, legal fees, interest and penalties. You acknowledge that because Debt Resolution operates sequentially by settling one debt at

a time, which may take several months to accumulate sufficient funds to settle with any creditor, it may take many months before some creditors are contacted thereby increasing the risk of litigation and arbitration. As stated in the engagement portion of this Contract, you understand that representation in these areas is not covered under this Contract.

b) Guarantees, Everything is an Estimate: You acknowledge that any of the information provided as to the amount of an actual settlement with any creditor and the length of time needed to complete the Program is only an estimate and actual results may vary. Likewise, you understand that creditors change their policies and willingness to settle from time to time and it is impossible to predict how long a policy will remain in effect.

8. CONTROL: Although the provider agrees to perform professional services on your behalf to the best of its ability, the company does not work on behalf of the creditors, nor have any prearranged settlement offers. Therefore all calculations are on a best estimate basis.

9. NOT A PLAN AND ESTIMATES: QDS may withdraw from representing you if you fail to pay the QDS's invoice within 60 days, if you misrepresent or fail to disclose any material facts, if you act contrary to QDS's advice, if you do not return QDS's phone calls in a timely manner, or if anything else occurs that in QDS's judgment impairs an effective relationship. You shall have the right to terminate QDS's services at any time, effective on fifteen (15) days written notice. In the event of the termination of this Contract by either party, any accrued fees will be subject to the Cancellation Policy.

10. ARBITRATION: In the event of any controversy, claim or dispute between the parties arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the termination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Hidalgo County, Texas. The parties to this agreement agree that the law of the state of Texas shall govern this Agreement and all disputes arising there from. Arbitration shall be administered by the American Arbitration Association ("AAA") pursuant to its rules and procedures and an arbitrator shall be selected by the AAA. The arbitrator shall be neutral and independent and shall comply with the AAA code of ethics. The award rendered by the arbitrator shall be final and shall not be subject to vacation or modification. Judgment on the award made by the arbitrator may be entered in any court having jurisdiction over the parties. If either party fails to comply with the arbitrator's award, the injured party may petition the circuit court for enforcement. The parties agree that either party may bring claims against the other only in his/her or its individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

Further, the parties agree that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of representative or class proceeding. The parties shall share the cost of arbitration, including attorney's fees, equally. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

Exhibit "E"

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Exhibit "F"

28. Upon further information and belief, Defendant knowingly informs consumers that they can resolve their debts, despite similarly knowing it would be unable to achieve those represented results, in particular considering the nature of the debts which were enrolled in its program.

29. In April 2022, upon realizing the nature of Defendant's scheme and the full extent of their misrepresentations, Plaintiff advised she would be cancelling her contract, and further began exploring her legal options to address Defendant's conduct.

30. Frustrated, distressed, and concerned over Defendant's conduct, Plaintiff spoke with the undersigned counsel regarding her rights.

31. Plaintiff has suffered concrete harm as a result of Defendant's actions, including but not limited to, emotional distress, aggravation, mental anguish, and embarrassment stemming from her being served by her creditors at her work, pecuniary loss stemming from the payments made to Defendant for deficient credit repair services, incurrence of inappropriate court fees, as well as numerous violations of her state and federally protected interests to be free from deceptive and misleading conduct on the part of purported credit repair organizations.

COUNT I – VIOLATIONS OF THE CREDIT REPAIR ORGANIZATIONS ACT

32. Plaintiff repeats and realleges paragraphs 1 through 31 as though fully set forth herein.

33. Plaintiff is a "consumer" as defined by 15 U.S.C. § 1679a(1) of the CROA.

34. Defendant is a "credit repair organization" as defined by §1679a(3) of the CROA, as it is a person who uses any instrumentality of interstate commerce or the mails to sell, provide, or perform any service, in return for the payment of money or other valuable consideration, for the express or implied purpose of improving a consumer's credit, credit history, or credit rating, or providing assistance to any consumer with regard to any activity or service for the purpose of improving a consumer's credit.

Quantum Debt Solutions, LLC
is Not a credit repair organization.

Exhibit "F2"

Contract for Debt Settlement Services

What follows is an electronic binding agreement for legal services. This electronic binding agreement will be referred to herein as the "Contract." Please read it in its entirety and understand its terms before submitting. If you have any questions or need further clarification, please feel free to ask your State Licensed Attorney or their Legal Representative.

By checking the box next to each paragraph, you are stating that you have read and you understand the paragraph.

1. ENGAGEMENT:

- a) Engagement: The undersigned, a person who can read, write and understand English, desires to engage the Quantum Debt Solutions, a Debt Settlement Company, its agents, representatives and appointees (hereinafter "QDS" or "Debt Settlement"), to provide the services set forth herein. The engagement is for participation in a Debt Resolution program with QDS (the "Program") and to advise, counseling, analysis and negotiation services in regard to Client's unsecured debt and related financial circumstances regarding credit cards and unsecured line of credit obligations
- b) Parts of the Contract: The Contract for Program participation includes this document as well as the Client Information and Financial Profile, Assigned Creditor List and the Client Payment Agreement. It will become effective as of the date it is executed by you (you and your spouse if you are married and you and any co-signor on any account if you have any co-signors) and approved by an attorney admitted to practice in your state of residence. QDS will not be bound until this Contract and you are approved by a company representative admitted to practice in your state of residence for participation in the Program and you have paid the Non-Refundable Evaluation Fee described below. The only thing that will be binding on you or QDS once it becomes effective is what is contained in this Contract composed of the three (3) separate documents. Any other promises or representations, regardless if made in writing or verbally, regardless of when they were made, and regardless of who made them, are not valid and are not binding on you or QDS.
- c) When Contract Effective Time and Length of Engagement and Exclusive Rights: This Contract will not become effective until: 1-Client completes a face-to-face sales presentation with a representative of the Law Firm prior to execution if the sales process involved interstate telephone calls; 2-Client signs all of the documents in the Enrollment Package including this Engagement Contract either in ink or electronically; and 3-Client successfully completes a recorded welcome/compliance call(s). Client consents to the recordings of all compliance calls and other telephone calls. All of the documents do not have to be signed at the same time and some can be signed electronically while others are signed in pen and ink. Unless terminated sooner, this Contract remains in effect until all the services contemplated by this Contract have been completed in their entirety. As of the acceptance by the attorney licensed to practice in your state of residence, you agree that QDS and its agents and contractors shall have the exclusive right to negotiate with the creditors and their respective assignees and successors in interest to settle claims identified on the Assigned Creditor List. You understand however that unless a creditor is listed on the Assigned Creditor List, QDS, its affiliated attorneys, agents and contractors will have no obligation to negotiate with that creditor and that it and its affiliated attorneys will also not be responsible for any consequences relating directly or indirectly to any debt from that unlisted creditor.
- d) This is a contract for Specific Services: Subject to Section e below, this Engagement Contract applies only to services specifically set forth herein and not to any other type of product or service or any other type of legal service or representation. Specifically, this Contract does not apply to Credit Repair, Debt Management/Credit Counseling or Credit Monitoring. QDS does not provide the services listed in the preceding sentence. The Law Firm does not manage, assume or pay any Client debts.

Exhibit F2

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Escrow Account

1900 E Golf Rd, Suite 550
Schaumburg, IL 60173

1 of 3

CUSTOMER SERVICE INFORMATION

client.forthpay.com
(877) 800 5577
(800) 694 3530
clients@forthpay.com

JO ANN ALVAREZ
833 CASA BLANCA DR
EDINBURG, TX 78539

This is not a bill or invoice.

Your Forth Program Summary Statement

for 05/11/2021 to 04/01/2024

Client Since **05/11/2021** Account # **QDS-468713772**

If you would like to request information, notify us of an error or have questions related to the transactions, you may direct your inquiries to the address above

Account Summary

Deposits

Funds you pay into the program

Total Amount of Deposits

\$4715.96

Total # of Deposits

20

Pending Deposits

\$0.00

Cleared Deposits

\$4715.96

Payments

Payments we make to your creditors

Total Amount of Payments

\$747.21

Total # of Payments

3

Pending Payments

\$0.00

Cleared Payments

\$0.00

Fees

Forth, DRSP & Contracted Third Party fees for performing services

Total Amount of All Fees

\$3300.37

Total # of Forth Fees

16

Total # of DRSP Fees

23

Total # of Third Party Fees

0

Total Amount of Cleared Forth Fees

\$141.75

Total Amount of Cleared DRSP Fees

\$3158.62

Total Amount of Cleared Third Party Fees

\$0.00

Misc Adjustments

Adjustments to your account

Total Amount of Adjustments

\$668.38

Total # of Adjustments

1

Pending Adjustments

\$0.00

Cleared Adjustments

\$0.00



Escrow Account

1900 E Golf Rd, Suite 550
Schaumburg, IL 60173

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CUSTOMER SERVICE INFORMATION

client.forthpay.com
(877) 800 5577
(800) 694 3530
clients@forthpay.com

Settled Debts

Settlement Date	Original Creditor	Current Creditor	Original Debt Amount	Settled Debt Amount	Earned Performance Fees
12/13/2021	Home Depot / Citi		\$794.00	\$747.21	\$0
			\$794	\$747.21	\$0

Transaction History

Date	Status	Memo	Payment	Deposit	Balance
05/21/2021	Cleared	ACH Monthly Debit		\$259.75	\$259.75
05/21/2021	Cleared	Fee Disbursement	\$(250.00)		\$9.75
05/21/2021	Cleared	DPG Custodial Fee	\$(9.75)		\$0.00
06/24/2021	Cleared	ACH Monthly Debit		\$387.49	\$387.49
06/24/2021	Cleared	DPG Custodial Fee	\$(9.75)		\$377.74
06/24/2021	Cleared	Fee Disbursement	\$(190.25)		\$187.49
06/24/2021	Cleared	Fee Disbursement	\$(74.17)		\$113.32
07/22/2021	Cleared	ACH Monthly Debit		\$387.49	\$500.81
07/22/2021	Cleared	Fee Disbursement	\$(190.25)		\$310.56
07/22/2021	Cleared	Fee Disbursement	\$(74.17)		\$236.39
07/22/2021	Cleared	DPG Custodial Fee	\$(9.75)		\$226.64
08/24/2021	Cleared	ACH Monthly Debit		\$387.49	\$614.13
08/24/2021	Cleared	Fee Disbursement	\$(74.17)		\$539.96
08/24/2021	Cleared	DPG Custodial Fee	\$(9.75)		\$530.21
08/24/2021	Cleared	Fee Disbursement	\$(190.25)		\$339.96
09/23/2021	Cleared	ACH Monthly Debit		\$193.75	\$533.71
09/27/2021	Cleared	Fee Disbursement	\$(190.25)		\$343.46
09/27/2021	Cleared	DPG Custodial Fee	\$(9.75)		\$333.71
10/07/2021	Cleared	ACH Client Debit		\$193.75	\$527.46
10/12/2021	Cleared	Fee Disbursement	\$(74.17)		\$453.29
10/22/2021	Cleared	ACH Monthly Debit		\$193.75	\$647.04
10/26/2021	Cleared	Fee Disbursement	\$(190.25)		\$456.79
10/26/2021	Cleared	DPG Custodial Fee	\$(9.75)		\$447.04

Escrow Account 3 of 3

Date	Status	Memo	Payment	Deposit	Balance
11/09/2021	Cleared	ACH Client Debit		\$193.75	\$640.79
11/12/2021	Cleared	Fee Disbursement	\$(74.17)		\$566.62
11/24/2021	Cleared	ACH Monthly Debit		\$387.49	\$954.11
11/24/2021	Cleared	Fee Disbursement	\$(74.17)		\$879.94
11/24/2021	Cleared	DPG Custodial Fee	\$(9.75)		\$870.19
11/24/2021	Cleared	Fee Disbursement	\$(190.25)		\$679.94
12/22/2021	Cleared	ACH Monthly Debit		\$193.75	\$873.69
12/24/2021	Cleared	Fee Disbursement	\$(74.17)		\$799.52
12/24/2021	Cleared	Fee Disbursement	\$(190.25)		\$609.27
12/24/2021	Cleared	Settlement Payment - Citibank N.A.	\$(249.07)		\$360.20
12/24/2021	Cleared	ACH Debit / Check By Phone Disbursement Fee	\$(5.00)		\$355.20
12/24/2021	Cleared	DPG Custodial Fee	\$(9.75)		\$345.45
01/05/2022	Cleared	ACH Client Debit		\$193.75	\$539.20
01/11/2022	Cleared	ACH Monthly Debit		\$193.75	\$732.95
01/14/2022	Cleared	DPG Custodial Fee	\$(9.75)		\$723.20
01/14/2022	Cleared	Fee Disbursement	\$(190.25)		\$532.95
01/14/2022	Cleared	Fee Disbursement	\$(74.17)		\$458.78
01/24/2022	Cleared	ACH Debit / Check By Phone Disbursement Fee	\$(5.00)		\$453.78
01/24/2022	Cleared	Settlement Payment - Citibank N.A	\$(249.07)		\$204.71
01/25/2022	Cleared	ACH Client Debit		\$193.75	\$398.46
02/08/2022	Cleared	ACH Monthly Debit		\$193.75	\$592.21
02/11/2022	Cleared	Fee Disbursement	\$(190.25)		\$401.96
02/11/2022	Cleared	DPG Custodial Fee	\$(9.75)		\$392.21
02/11/2022	Cleared	Fee Disbursement	\$(74.17)		\$318.04
02/23/2022	Cleared	ACH Client Debit		\$193.75	\$511.79
02/24/2022	Cleared	Settlement Payment - Citibank N.A	\$(249.07)		\$262.72
02/24/2022	Cleared	ACH Debit / Check By Phone Disbursement Fee	\$(5.00)		\$257.72
03/08/2022	Cleared	ACH Monthly Debit		\$193.75	\$451.47
03/11/2022	Cleared	DPG Custodial Fee	\$(9.75)		\$441.72
03/11/2022	Cleared	Fee Disbursement	\$(190.25)		\$251.47
03/11/2022	Cleared	Fee Disbursement	\$(74.17)		\$177.30
03/22/2022	Cleared	ACH Client Debit		\$193.75	\$371.05
04/06/2022	Cleared	ACH Client Debit		\$193.75	\$564.80

Account Settlement Letter

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Account Number ending in: 9491

JOANN ALVAREZ
QUANTUM DEBT SOLUTIONS ATTN: CAROLINE
GUERRERO
801 E FERN AVE SUITE 120
MCALLEN, TX 78501

Dear JOANN ALVAREZ:

This letter confirms our agreement to settle your THE HOME DEPOT CONSUMER account for \$747.21. By completing this settlement agreement, you will pay less than you actually owe on your account.

As a reminder, below are the details of our agreement:

You have agreed to an initial payment of \$249.07 due by 12/23/2021. The 1 subsequent payments in the amount of \$249.07 must be paid on or before the 23rd of each month beginning 1/23/2022, with a final payment in the amount of \$249.07, due by 2/23/2022

Additional important information associated with this settlement:

- If you provide post dated payments, you will receive a notice reminding you of the planned payment amount prior to each payment being withdrawn from your checking account.
- If you do not schedule postdated payments, we must receive your mailed payment by each Payment Date required under provided above. Alternatively, you may call us by each Payment Date to make payments by phone.
- All payments must be received and the settlement must be paid in full by the agreed upon timeframes. If the full agreed upon settlement amount is not paid, you will be responsible for repaying the full unpaid balance on your account and we may continue collection activities.
- We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your accounts may be reflected in your credit reports. Upon successful completion of the settlement we will report your account as settled.
- Whenever \$600.00 or more in principal amount of a debt is discharged, we may be required to report the amount of debt discharged to the Internal Revenue Service on form 1099C, a copy of which will be mailed to you. If you have any questions consult your tax advisor.

Account Settlement Letter

Please reference the account number on your payment. If you have any questions, please call the toll free number listed below.

Citibank, N.A.
PO Box 9001010
Louisville, KY 40290



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Sincerely,

Your Citi Team
Citibank, N.A.

Your THE HOME DEPOT CONSUMER account is issued and serviced by Citibank, N.A.

Please See Reverse Side for Important Information.

Toll-Free 1-866-523-0118*

Office Hours: Central Standard Time

Monday – Friday 8:00am – 5:00pm

Toll-free TTY number for the hearing and speech impaired only: 1-855-371-0353

*Calls are randomly monitored and recorded to ensure quality service.

Account Settlement Letter

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The purpose of this communication is to collect a debt and any information obtained will be used for that purpose.

El propósito de esta comunicación es cobrar una deuda y cualquier información obtenida se utilizará para ese propósito.

Information for Massachusetts Residents:

NOTICE OF IMPORTANT RIGHTS

YOU HAVE THE RIGHT TO MAKE A WRITTEN OR ORAL REQUEST THAT TELEPHONE CALLS REGARDING YOUR DEBT NOT BE MADE TO YOU AT YOUR PLACE OF EMPLOYMENT. ANY SUCH ORAL REQUEST WILL BE VALID FOR ONLY TEN DAYS UNLESS YOU PROVIDE WRITTEN CONFIRMATION OF THE REQUEST POSTMARKED OR DELIVERED WITHIN SEVEN DAYS OF SUCH REQUEST. YOU MAY TERMINATE THIS REQUEST BY WRITING TO THE CREDITOR.

Información para residentes de Massachusetts:

AVISO DE DERECHOS IMPORTANTES

USTED TIENE DERECHO A SOLICITAR POR ESCRITO U ORALMENTE NO RECIBIR LLAMADAS TELEFÓNICAS EN SU LUGAR DE TRABAJO CON RESPECTO A SU DEUDA. CUALQUIER SOLICITUD ORAL SERÁ VÁLIDA POR DIEZ DÍAS, A MENOS QUE USTED PROPORCIONE UNA CONFIRMACIÓN ESCRITA DE LA SOLICITUD, MATASELLADA O ENTREGADA DENTRO DE LOS SIETE DÍAS HÁBILES DESDE QUE REALIZÓ LA SOLICITUD ORAL. USTED PUEDE CANCELAR ESTA SOLICITUD ESCRIBIENDO AL ACREDITADOR.